PROTECTIVE COVENANTS AFFECTING
BROOK PARK MANOR PLAN #1
ALLEGHENY COUNTY, PENNSYLVANIA

WHEREAS, the undersigned, are the fee simple owners of lots in a certain Plan of Lots situate in Town of McCandless, formerly McCandless Township, Allegheny County, Pennsylvania known as Brook Park Manor Plan #1, as recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania, in Plan Book Volume 98, pages 1 through 7.

WHEREAS, the undersigned, as such owner of the lots in said Plan, desires to restrict the use to or for which the said Lots may be put;

NOW THEREFORE, be it known that the undersigned, as owner, does hereby adopt the following restrictions and covenants to all of Lots No. 1 through No. 68, both inclusive, in said Plan;

(a) These restrictions and covenants shall run as covenants with the land and shall be binding upon the undersigned and all persons claiming under or through them.

(b) Lots No. 1 through No. 68, both inclusive, in said Plan shall be so known and designated as residential lots.

(c) Any house of the ranch type or split-level type must contain a minimum of 1,200 square feet of living area; a one and one half story house must contain a minimum of 1,000 square feet of living area on the first floor and any dormers on front of house must be plaster finished; any two-story house must contain a minimum of 900 square feet of living area on the first floor.

(d) No house can have an exposed foundation of concrete or concrete block. The approved exterior building materials must extend to grade level.

(e) All lawns must be either seeded or sodded for the entire front area, both sides, and to a minimum distance of thirty feet to the rear of the houses, said seeding or sodding to be done within six months or next immediate growing season after erection of house on lot, whichever occurs first.

(f) No outbuildings can be erected on any of the aforesaid lots and all garages must be either integral or attached to the house.

(g) No occupancy of uncompleted dwellings shall be permitted. No pets other than usual household pets shall be kept.

(h) All the aforesaid lots shall be subject to easements for public utilities and all houses must conform to the building lines shown on the aforesaid recorded plan.

(i) The seller of said lots has created on its books of account a "Swimming and Tennis Account" and will credit to that account the sum of Four Hundred ($400.00) Dollars out of each lot sale. The funds in that account have been made available to build a swimming pool for use of the families residing in said real properties.

(j) All driveways must be paved within one year from occupancy with either asphalt, shot and chip, concrete or a material approved by Brook Park Manor Civic Association.

(k) No debris from an owner's lot may be placed on a lot next to or adjacent to any lot being built in said plan. All

debris must be removed during construction by contractor or lot owner.

(l) No recreational vehicle or vehicles, boat or boats, construction equipment or truck or trucks may be parked in the open on any of the aforesaid lots after completion of construction.

(m) No boat nor any bus, truck, house trailer, boat trailer, motor home, nor any vehicle excepting an automobile in operating condition may be parked or stored on any lot unless in an approved completely enclosed integral or attached garage.

(n) No activity or event shall take place on any lot which may be or become an annoyance or nuisance to the neighborhood.

If the party hereto, its successors, grantees or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any other person, persons, or Brook Park Manor Civic Association owning any real property in said plan of lots to prosecute a proceedings in law or in equity against such person or persons violating, or attempting to violate any such covenants and/or restriction, and to prevent him or them from doing, or to recover damages for such violation.

Invalidation of any one of the covenants or restrictions by judgment, decree, or order of court, shall in no way affect any of the other provisions which remain in full force and effect.

These restrictions and covenants are promulgated as of _____.

AUG 29 90 100343

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
AUG 29 4 05 PM '90

PROTECTIVE COVENANTS AFFECTING
BROOK PARK MANOR PLAN #1
ALLEGHENY COUNTY, PENNSYLVANIA

McCandless

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MB323

MAIL to:

HERGENROEDER & HEIGHTS, P. C.
ATTORNEYS AT LAW
327 FIFTH AVENUE
PITTSBURGH, PA. 15222

RECORDER OF DEEDS ★ ALLEGHENY COUNTY, PA ★

STATE OF PENNSYLVANIA) SS
COUNTY OF ALLEGHENY)

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 29th DAY OF August A.D., 19 90 IN Deed BOOK VOL. 8322 PAGE 326 WITNESS MY HAND AND SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

Michael A. Della Vecchia RECORDER

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